

THE CONCEPT OF MUSYARAKAH IN AHKAM TAFSIR AND HADITH CROSS-SCHOOL FISCAL PERSPECTIVE

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Abstract: Musyarakah is one of the cooperative agreements in Islamic economics that has a normative basis in the Qur'an and hadith. However, differences in interpretation of the verses of ahkam and the quality of the hadith used as a legal basis often lead to debates in the determination of laws and their implementation in contemporary sharia economic practices. The main issue in this study is how the basis of interpretation and hadith ahkam on musyarakah and the methods of istinbat law used by scholars in determining its permissibility. This study uses a qualitative method with a normative-doctrinal approach through library research, analyzing verses from the Qur'an, hadiths on muamalah, books of tafsir ahkam, and classical and contemporary fiqh literature. The results of the study show that musyarakah has strong shar'i legitimacy, even though some of the arguments are implicit and require contextual interpretation. Authentic hadith and hadith whose sanad are disputed substantially emphasize the importance of honesty, trustworthiness, and fairness in business cooperation. The differences in views among the madhhabs regarding musyarakah are methodological in nature and do not negate its permissibility. With the maqāṣid al-syarī'ah approach, musyarakah remains relevant and applicable in modern Islamic economics as long as it is carried out in accordance with the principles of justice and shared responsibility.

Keyword: Musyarakah, Tafsir and Hadith Ahkam, Cross-Mazdhab Fiqh, Sharia Economics

Abstrak: Musyarakah merupakan salah satu akad kerja sama dalam ekonomi Islam yang memiliki landasan normatif dalam Al-Qur'an dan hadis. Meskipun demikian, perbedaan penafsiran terhadap ayat-ayat ahkam serta kualitas hadis yang dijadikan dasar hukum sering menimbulkan perdebatan dalam penetapan hukum dan implementasinya pada praktik ekonomi syariah kontemporer. Permasalahan utama dalam kajian ini adalah bagaimana dasar tafsir dan hadis ahkam tentang musyarakah serta metode istinbat hukum yang digunakan para ulama dalam menetapkan kebolehan. Penelitian ini menggunakan metode kualitatif dengan pendekatan normatif-doktrinal melalui studi kepustakaan (library research), dengan menganalisis ayat-ayat Al-Qur'an, hadis-hadis muamalah, kitab tafsir ahkam, serta literatur fikih klasik dan kontemporer. Hasil penelitian menunjukkan bahwa musyarakah memiliki legitimasi syar'i yang kuat, meskipun sebagian dalilnya bersifat implisit dan memerlukan penafsiran kontekstual. Hadis sahih dan hadis yang diperselisihkan sanadnya secara substansial menegaskan pentingnya kejujuran, amanah, dan keadilan dalam kerja sama usaha. Perbedaan pandangan mazhab mengenai musyarakah bersifat metodologis dan tidak meniadakan

kebolehanannya. Dengan pendekatan maqāṣid al-syarī'ah, musyarakah tetap relevan dan aplikatif dalam ekonomi syariah modern sepanjang dijalankan sesuai prinsip keadilan dan tanggung jawab bersama.

Kata Kunci: Musyarakah; Tafsir dan Hadis Ahkam; Fikih Lintas Mazhab; Ekonomi Syariah

INTRODUCTION

The family is the first and most fundamental educational institution in Islam, as it serves as the primary setting for the early internalization of faith values, character formation, and the practice of worship (Defina, 2017; Fadli, 2020). Family-based Islamic education is therefore regarded as the main foundation for building the religious and moral character of the Muslim generation (Azizah, 2022). However, various contemporary social changes—such as cultural globalization, the pervasive influence of digital media, and the weakening of parental caregiving functions—have negatively affected the effectiveness of religious education within the household (Azra, 2012).

A number of recent studies indicate that the weakening of Islamic education in families has significant implications, including low levels of religious literacy, declining worship practices, and an increase in moral problems among Muslim children and adolescents (Noverta et al., 2025; Asriani et al., 2024). This condition underscores that strengthening Islamic education cannot be entrusted solely to formal educational institutions, but instead requires the active involvement of socio-religious actors at the community level

(Rogahang, 2019; Syaikh et al., 2021; Wijaya, 2020). In this context, Islamic women's organizations—such as the Regional Board of Muslimat Al-Washliyah in Medan City—occupy a strategic position, particularly in reinforcing the role of mothers as primary educators within the family. Previous research demonstrates that women's empowerment through religious organizations contributes significantly to the formation of a religious family culture and enhances the quality of Islamic education in the household (Indrianti, 2026). As an autonomous body of Al-Jam'iyatul Washliyah, Muslimat Al-Washliyah has historically and structurally played an active role in da'wah, education, and the development of Muslim families, especially in North Sumatra.

The Regional Board of Muslimat Al-Washliyah in Medan City implements various programs, including regular Qur'anic recitation sessions, sakinah family development initiatives, and Islamic parenting training. Nevertheless, academic studies that specifically and systematically examine the role of the Muslimat Al-Washliyah organization in strengthening family-based Islamic education remain limited. Existing studies have largely focused on Al-

Washliyah's formal educational institutions or on the general role of Islamic organizations, without positioning the family as the primary unit of analysis (Handayani et al., 2025). Therefore, this study seeks to fill this research gap by offering both theoretical and practical contributions to the development of family-based Islamic education.

This study focuses on analyzing the role of the Regional Board of Muslimat Al-Washliyah in Medan City in strengthening family-based Islamic education. Empirically, this research is important because families today face increasing challenges in enhancing their educational capacity. Theoretically, it is equally important to develop a conceptual framework that explains the contribution of Islamic women's organizations in fostering a religious culture within the household. The findings of this study are expected to serve as a reference for the formulation of policies and programs aimed at strengthening Muslim family development.

This research is grounded in several key constructs. Family-based Islamic education is defined as the process of internalizing Islamic values in a planned and sustainable manner within the household through role modeling, habitual worship practices, and parental guidance (Abdullah, 2021). Meanwhile, the role of Islamic women's organizations is understood as the collective contribution of organized efforts in

education, da'wah, and social empowerment oriented toward strengthening the functions of Muslim families.

Propositionally, this study is based on the assumption that the more intensive the role of Muslimat Al-Washliyah in religious guidance and Islamic parenting education, the stronger the practice of Islamic education within the family. This relationship is mediated by improvements in mothers' religious literacy, the habituation of family worship, and the formation of a religious culture in the household. Such a framework enables systematic observation of the phenomenon and provides an analytical basis for explaining the relationships between variables in strengthening family-based Islamic education.

Based on these empirical conditions, this study aims to address fundamental questions regarding how the concrete role of the Regional Board of Muslimat Al-Washliyah in Medan City is implemented, interpreted, and perceived in strengthening family-based Islamic education. The focus of this research extends beyond identifying organizational programs and activities to exploring mechanisms of value internalization, patterns of mothering, and the challenges encountered within a pluralistic and dynamic urban society. Accordingly, this study is expected to offer a more comprehensive understanding of the relationship between Islamic women's organizations

and the practice of Islamic education within the family, while clarifying the position of the Regional Board of Muslimat Al-Washliyah as a strategic actor in strengthening the religious resilience of Muslim families in the contemporary era.

METHOD

This study employs a qualitative research design with a library research approach, focusing on the normative study of Islamic law. The object of the research encompasses the concept of *musyarakah* as viewed through the perspectives of the Qur'an, Hadith, and *fiqh mu'āmalāt*, with particular emphasis on the validity of legal evidences (*dalīl*) and their relevance within the context of contemporary Islamic economic law. Primary data sources consist of Qur'anic verses related to partnership, Hadiths concerning *musyarakah*—particularly narrations found in *Sunan Abū Dāwūd* and *Ṣaḥīḥ al-Bukhārī*—as well as classical Hadith compilations and their commentaries (*sharḥ*). Secondary data include classical *fiqh* literature from the four Sunni schools of law, Qur'anic exegesis (*tafsīr*), works on *uṣūl al-fiqh*, and contemporary regulatory documents such as the fatwas of the National Sharia Council–Indonesian Council of Ulama (DSN-MUI) and the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah*—KHES).

Data collection was conducted through documentation study, employing the *takhrīj al-ḥadīth* method to assess the

authenticity of both the *sanad* and *matn*. *Sanad* analysis focused on the continuity of transmission and the credibility of narrators, while *matn* analysis examined the conformity of the Hadith content with the general principles of Islamic law. Data analysis utilized a descriptive-analytical and normative-critical approach to examine differences among juristic opinions of the Islamic legal schools, the legal implications derived from the *takhrīj* of Hadiths, and the relevance of *musyarakah* within the framework of *maqāṣid al-sharī'ah* and contemporary Islamic economic law.

RESULTS AND DISCUSSION

1. Conceptualization of Musyarakah from the Perspective of Islamic Jurisprudence and Law

1) Understanding Musyarakah

Musyarakah, which in Islamic jurisprudence literature is also known as *assharia* or *partnership*, derived from Arabic root words *Sharik* - *yashraku* - *shirkan* which linguistically means ally, business partner, partnership, corporation, association, or union (Mahmudatus Sa'diyah, 2014). Etymologically, the term *partnership* meaning *al-ikhtilāt* (Mixing) namely mixing or blending (Syafri Muhammad Noor, 2019). In a semantic context, the meaning *al-ikhtilāt* describes a condition when two or more elements, whether in the form of assets, rights, or capital, are integrated so that it is difficult to distinguish or

separate the parts of each party (Vauziah et al., 2023).

From a muamalah legal perspective, the meaning of this mixture is not limited to material aspects alone, but also includes the unification of interests, responsibilities, and economic goals in a collective effort. This collaboration is built on the principles of justice, agreement, and mutual trust as the foundation of legal relations between parties (Amirul Taufiqulhakim, 2019). Therefore, musyarakah can be understood as a form of economic cooperation based on equal partnership, where business results are shared according to the proportion of each party's contribution as regulated by sharia principles (Imam Mustafa, 2016). Linguistically and conceptually, musyarakah does not simply refer to the mixing of assets, but also represents a synergy in responsibilities, contributions, and risks between the contracting parties. Each partner is not only bound by the aspect of capital ownership, but also by a moral and legal commitment to manage the business in a trustworthy manner and bear the consequences of the economic activities carried out together.

Based on linguistic, semantic, and muamalah jurisprudence studies, the concept of musyarakah not only represents a mix of assets or capital, but also reflects the synergy of the parties in terms of responsibility, contribution, and risk in a cooperation agreement oriented towards justice and welfare (Puteri Nurhafizah Nazwa & M. Zidny Nafi' Hasbi,

2021). Normatively, musyarakah affirms that economic relations in Islam are based on the principle of *help* (cooperation) and *justice* (justice), so that it is not solely oriented towards individual interests, but rather towards productive partnerships aimed at collective welfare (Sarpini, 2019). Within the framework of Islamic law, musharakah functions as an instrument that integrates spiritual values and business ethics. Each party has proportional rights and obligations based on contributions and a valid agreement (*'aqd shar'i*). Thus, musyarakah reflects the real implementation of *maqāsid al-syarī'ah* in the economic field, especially in safeguarding property (*hifz al-māl*), uphold justice (*iqāmat al-'adl*), and encourage the realization of social welfare (*tahqīq al-maslahah al-'āmmah*) (Ita Miftahul Janah & Sunan Fanani, 2020).

Based on these various definitions and explanations, it can be concluded that musyarakah not only functions as a business instrument in the Islamic economic system, but also represents an Islamic legal paradigm that simultaneously integrates spiritual, moral, and economic dimensions. Musyarakah reflects the value of distributive justice (*al-'adl al-tawzī'i*), where each party participates equally in the risks, responsibilities and results of the business, thus making it a partnership model based on the principles of justice, transparency and mutual benefit.

2) Musharakah According to the School of Fiqh

The fuqaha from various schools of thought provide varying views on the concept of musyarakah (*partnership*) in accordance with their respective epistemological frameworks and legal orientations. These differences are not only terminological, but also reflect the perspectives of scholars on human rights, *station* (legal authority to act) and the structure of the relationship between the partners in the cooperation agreement.

The Maliki school defines syirkah as permission to carry out *station* for each of the associated parties (*Idhun al-tasharruf li kull wāhid min al-syurakā*). This definition emphasizes the legitimacy of the legal actions of the partners as long as they are within the scope of the agreement and the objectives of the partnership, so that every form *station* considered legitimate in syar'I (Wahbah az-Zuhaili, 1989). In this context, trust and honesty are the main pillars in maintaining the validity of the contract (Mahmudatus Sa'diyah, 2014). The Hanbali school, as explained by Ibn Qudāmah, interprets shirkah as a partnership in rights and *station*. This definition emphasizes the collective character of ownership (*musyā'ah*) and shared responsibility for the management of assets (Tamba & Gozaly, 2024). This school emphasizes the principle of *al-ghunm bi al-ghurm*, namely that profits are in line with risks, so that each partner has a moral responsibility for the

possibility of business profits or losses (Muttazimah, Kurnaemi Anita, 2025). The Shafi'i school, through the views of Imam al-Syafi'i in *inal-Umm*, defines syirkah as the existence of rights over an object for two or more parties with the purpose of communion. This approach emphasizes the dimension of *al-haqq* (ownership rights) and *al-maqсад* (the purpose of the partnership) as the basis for the moral legitimacy of the partnership (Muttazimah, Kurnaemi Anita, 2025). From the Shafi'i perspective, the syirkah contract is not merely commercial in nature, but is also a means to realize the value of justice in the distribution of rights and obligations (Hanafi Abdullah, 1992).

Sayyid Sabiq defines syirkah as a contract between two or more parties to share capital and profits (Hasan, 2024). This definition emphasizes the contractual nature of musyarakah, where the profit and loss sharing mechanism serves as a primary instrument in maintaining distributive justice and transparency between partners (Salam & Iqbal, 2023). Meanwhile, T.M. Hasbi Ash-Shiddieqy explains that syirkah is a contract between two or more parties to collaborate in a business with profit sharing as agreed (Mahsun, 2020). This view broadens the scope of musyarakah beyond just pooling capital to include contributions of labor, skills, and managerial abilities, thus reflecting the participatory and dynamic character of Islamic economics (Toha Ma'arif, 2015).

Based on these various definitions, it can be concluded that the concept of *musyarakah* in Islamic jurisprudence has two main dimensions that complement each other. First, the juridical dimension (*'aqdiyyah*), which confirms the existence of a valid contract (*'aqd shar'i*) in the regulation of capital contributions, ownership rights, and business management responsibilities. Second, the ethical dimension (*morality*), which instills the values of trust, justice, and equality as the moral foundation of economic cooperation oriented toward social justice and the welfare of the people. Analytically, the differences in definitions among scholars of different schools of thought indicate varying epistemological orientations in understanding the nature of *musyarakah*. The Maliki and Hanbali schools of thought tend to emphasize the aspect of legal authority (*station*) and collective responsibility in managing partnership assets, thus emphasizing the legality and validity of actions in the contract. In contrast, the Shafi'i school places more emphasis on ownership rights (*al-haqq*) and partnership objectives (*al-maqсад*) as the basis for the moral and rational legitimacy of relations between partners (Tamba & Gozaly, 2024).

Meanwhile, contemporary scholars such as Sayyid Sabiq and T.M. Hasbi Ash-Shiddieqy provide a conceptual expansion by viewing *musyarakah* as a contractual and socio-economic instrument that is not only limited to business aspects, but also

functions as a means of economic equality and empowerment of the people through the principle of *profit and loss sharing* (Istianah Zainal Asyiqin & Fe Fikran Alfurqon, 2024). Thus, *musyarakah* is not merely understood as a technical commercial contract, but rather as a normative mechanism in realizing the goals of sharia (*maqāsid al-syarī'ah*), especially in safeguarding property (*hifz al-māl*), upholding economic justice (*tahqīq al-'adl al-iqtisādī*), and building partnerships based on honesty, transparency, and social responsibility (Gani et al., 2025).

3) *Musyarakah* in Modern Regulation

In the context of Indonesian positive law, the concept of sharia cooperation such as *syirkah* or *musyarakah* has undergone a process of codification and institutionalization through various formal regulations. One of the main references is the Compilation of Sharia Economic Law (KHES). Article 20 paragraph (6) of KHES defines *syirkah* as cooperation between two or more people in capital, skills, and trust for a particular business, with profit sharing based on an agreed ratio (Sudarto et al., 2022). This formulation demonstrates the integration between classical *muamalah* fiqh traditions and modern economic law principles, where capital, skills, and trust are placed as the main foundations of business partnerships.

In addition to KHES, *musyarakah* regulations are also emphasized in the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI)

Number 08/DSN-MUI/IV/2000. The fatwa stipulates that musyarakah is a cooperation agreement between two or more parties for a specific business, in which each party contributes funds, while profits and risks are shared according to agreement. This provision clarifies the aspect of collective responsibility and the principle of *profit and loss sharing* as the main characteristic of musyarakah in modern Islamic economic practices.

Based on these various perspectives, musyarakah can be defined as a partnership contract between two or more parties in a business activity, with contributions in the form of capital, assets, or labor. Profits are shared based on agreement, while losses are borne in proportion to the capital. From an Islamic legal perspective, this contract has two main dimensions. First, the contractual dimension as a form of *union* which is valid, which requires the fulfillment of the basic elements of the contract, namely the contracting parties (*belief*), object of the contract (*ma'qūd 'alaih*), and *sighat akad*. Second, the moral dimension (*morality*) which reflects the value of justice (*justice*), honesty (*amanah*), and equality (*musāwah*) in a partnership relationship. Thus, musyarakah is not only understood as an economic transaction, but also as an ethical instrument that internalizes the objectives of sharia (*maqāsid al-syarī'ah*), especially protection of assets (*hifz al-māl*) and enforcement of economic justice (*tahqīq al-'adl*) (Istianah Zainal Asyiqin & Fe Fikran Alfurqon, 2024).

2. Legal Basis of Musyarakah

Musyarakah is a form of cooperation contract permitted in Islam and has a strong legal basis in the Qur'an, Sunnah, and Ijma'. These three sources of law comprehensively provide normative legitimacy for economic partnership practices based on the principles of justice and mutuality.

1) Al-Qur'an

The legal basis for musyarakah can be found in several verses of the Qur'an. One of these is the word of Allah SWT in Surah an-Nisa' verse 12, which states that if there are more than one sibling, they shall jointly receive one-third of the inheritance. This verse demonstrates the concept of joint ownership of property, where several parties have collective rights over a particular object. Furthermore, the Qur'an also alludes to the practice of partnership in Surah Shad verse 24. This verse emphasizes that many of those who form partnerships are unjust to others, except those who believe and do good deeds. This verse indicates that the practice of *syirkah* has been known since ancient times and contains the potential for injustice if not implemented with the principles of honesty and justice. Thus, the Qur'an acknowledges the existence of cooperation contracts (*musyarakah*) while providing an ethical warning so that such partnerships do not become a means of exploitation.

According to al-Wāḥidī in *Asbāb al-Nuzūl*, QS. an-Nisa' verse 12 was revealed regarding the question of inheritance *thank you*, namely, a person

who dies without leaving behind children and a father. During the Jahiliyah era, inheritance rights were granted only to male relatives through the paternal line, while maternal relatives were often neglected. This verse aims to correct this practice by emphasizing that maternal relatives also have legal rights to inheritance, thus making the inheritance system more just and balanced.

In the classical interpretation, Ibn Kathīr sees this verse as affirming the existence of joint ownership in inheritance, since half-siblings receive equal shares. Al-Qurṭubī understands the use of the term *shuraka'* as the basis for legitimizing the principle of collective ownership in Islamic law, while al-Tabarī emphasized that the wording of this verse embodies the principles of equal rights and distributive justice. Modern commentators such as Muhammad 'Abduh and Rashid Riḍā highlight its social dimension, viewing the inheritance system as a means of maintaining economic balance and societal harmony. Similarly, M. Quraish Shihab adds an ethical dimension by emphasizing that property ownership in Islam is a trust that must be managed fairly and should not be monopolized by a handful of parties.

2) Sunnah

The legal basis for *musyarakah* is also found in the hadith of the Prophet Muhammad (peace be upon him). One such hadith, narrated by Abu Dawud, states that Allah acts as a third party for two partners as long as they do not

betray each other. This hadith emphasizes that divine blessing in a *musyarakah* contract depends heavily on the honesty and trustworthiness of the parties. Another hadith narrated by Imam al-Bukhari concerning the customs of the Ash'ariyyīn demonstrates the legitimacy of partnership based on social solidarity (*partnership*). The practice of sharing provisions equally by the Ash'ariyyīn people received direct praise from the Prophet Muhammad, who demonstrated that cooperation based on empathy and togetherness has high spiritual and legal value (Nafa Dwi Fadhilah Nst, 2024).

Scholars such as Ibn Hajar al-'Asqalānī, al-Nawawī, and al-Qurṭubī affirm that this hadith is a proof of the permissibility of non-commercial cooperation aimed at helping each other, especially in emergency conditions (Zuhirsyan et al., 2025). The hadith also serves as the basis for the development of the concept of social solidarity and collective responsibility in Islamic jurisprudence (Sari et al., 2025).

3) consensus

In the Islamic fiqh tradition, *ijma'* plays a crucial role as a source of law, particularly in the realm of *mu'āmalāt*. Scholars agree that *musharakah* is a valid and permissible contract, although there are differences of opinion regarding the technical details of its implementation. Ibn Qudāmah in *al-Mughni* confirms the existence of a consensus among the people regarding the validity of *syirkah*, while differences of opinion are more related to technical aspects such as profit

sharing and business management (Syahrudin Kadir et al., 2022).

Rulesal-asl fī al-mu'āmalāt al-ibāhah further strengthens the position of musyarakah as a flexible and adaptive contract to current developments (Muhammad Hakim Sitompul et al., 2024). Therefore, modern musyarakah variants, such as musyarakah mutanāqisah, can be implemented as long as they do not conflict with sharia principles (Ichfan & Hasanah, 2021; Suherli et al., 2025).

4) Legal Considerations (DSN-MUI

Fatwa No. 08/DSN-MUI/IV/2000)

Legally, DSN-MUI Fatwa No. 08/DSN-MUI/IV/2000 serves as the formal basis for the implementation of musyarakah contracts in Indonesia. This fatwa regulates capital contributions, business management mechanisms, profit sharing, and risk and loss management (Musyarakah, 2000). The fatwa provides legal certainty and serves as a normative reference for Islamic financial institutions in developing musyarakah-based products transparently and in accordance with sharia principles (Ichfan & Hasanah, 2021).

3. The Pillars and Principles of Musharakah

Musyarakah (syirkah) is an economic cooperation contract based on the participation of two or more parties in capital investment to run a joint venture, with a profit-sharing and loss-sharing mechanism determined by agreement of the partners (Triya Oftafiana, Balya Rifqi Abd. Wahid, 2024).

This concept places fairness, transparency, and collective responsibility as the main principles that distinguish it from conventional forms of financing. In the context of sharia regulations in Indonesia, the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) Number 08/DSN-MUI/IV/2000 concerning musyarakah financing stipulates that there are three main pillars that must be fulfilled for a musyarakah contract to be declared valid according to sharia, namely *ijab-kabul* (contract of agreement and contract of sale). (*sighat*), the contracting parties (*beliefs*), and the object of the contract (*ma'qud 'alaih*) (Musyarakah, 2000).

The first pillar, namely *ijab-kabul* or *sighat*, is a statement of will that explicitly indicates an agreement between the parties to bind themselves in a musyarakah contract. The *ijab-kabul* must reflect the clarity of the contract's objectives, the parties' willingness to participate, and a commitment to the legal consequences arising from the collaboration. In practice, *sighat* can be expressed verbally or in writing, as long as it is able to represent willingness (*perfect*) and a valid agreement at the time the contract takes place.

The second pillar is the parties who make the agreement. (*beliefs*). Musyarakah partners are required to meet several basic requirements, including legal capacity, business management skills, and

adequate financial capability. Furthermore, partners must understand their respective rights and obligations regarding the management of musyarakah assets. Unilateral use of musyarakah funds for personal gain without the consent of the other partners is prohibited, as it violates the principles of trust and justice that underlie the musyarakah contract (Musyarakah, 2000).

The third pillar is the object of the contract. (*ma'qud 'alaih*), Musyarakah includes capital, business activities, profits, and losses. The DSN-MUI Fatwa emphasizes that capital can be in the form of money or assets, but may not be used as collateral or lent to other parties. The business is run in the name of one or more partners according to the agreement, while the distribution of profits and losses must be determined transparently from the beginning of the contract (Moh. Asep Zakariya Ansori et al., 2023). Profit sharing can be carried out based on an agreed ratio, while losses are borne according to the proportion of each partner's capital contribution (Musyarakah, 2000). Based on these provisions, DSN-MUI Fatwa No. 08/DSN-MUI/IV/2000 serves as the main operational guideline for Islamic financial institutions in implementing musyarakah financing.

Based on this description, it can be understood that musyarakah as a sharia contract does not merely function as a capital cooperation, but also contains normative dimensions in the form of

principles of justice and shared responsibility. Fulfillment of the pillars of musyarakah ijab-kabul, the contracting parties, and the object of the contract serves as the foundation of sharia law so that the contract is not only formally valid but also reflects substantive compliance with sharia principles. DSN-MUI Fatwa No. 08 emphasizes that each partner must meet certain criteria, both in terms of legal capacity, financial capability, and managerial competence, so that the musyarakah contract is not a mere formality, but a means of realizing sharia values (Suprihantosa Sugiarto et al., 2022).

The objects of the contract, which include capital, business, profits, and losses, must be managed transparently and fairly. This reflects the principle of *profit and loss sharing* (PLS), where business risks and returns are shared proportionally according to capital contributions, and profit sharing is determined from the outset based on an agreed-upon percentage. This characteristic fundamentally distinguishes musharakah from conventional lease or financing contracts, as it requires the active participation of partners and a balance between rights and obligations (Adinda Dian Pramita et al., 2024). Therefore, DSN-MUI Fatwa No. 08/DSN-MUI/IV/2000 provides a strong normative framework to ensure that musharakah practices in Islamic financial institutions are not reduced to mere commercial mechanisms but remain

grounded in sharia values (Annizar & Junarsin, 2025).

In addition to the pillars, discussions regarding the conditions for partnership in Islamic jurisprudence demonstrate diverse views among jurists. This diversity is essentially aimed at ensuring the validity of the contract and ensuring justice for the parties. One fundamental requirement agreed upon is a clear expression of permission and agreement from each partner. Without an explicit statement of consent, *(seven)* The partnership agreement cannot be considered valid, because the agreement is the initial basis for the formation of cooperation (Ratu Humaemah, 2019).

The Hanafiyah school of thought formulates the conditions for musyarakah into four main groups. First, the general conditions that apply to all forms of syirkah, whether related to property or services, namely that the object of the contract must fulfill the elements *please* and profits must be determined proportionally, not in the form of a fixed nominal amount. Second, special conditions for musyarakah *al-amwal*, which requires capital in the form of a medium of exchange *(nuqt)* and available at the time the contract takes place. Third, special conditions for partnership *favor*, which includes equality of capital, the ability of all partners to provide guarantees, and the general scope of the contract in all trade transactions (Susanto, 2014). The Malikiyah school emphasizes the personal qualifications of the parties to

the contract, namely that they must be free, mature, and have the legal capacity to act. *(rushd)* (Syamsurianto et al., 2023). Meanwhile, Shafi'iyah limits the form of valid partnership to only partnership. *'believe*, and consider other forms of syirkah to not meet the standards of contract validity (Dedisyah Putra, 2023). These differing views indicate that the conditions of musyarakah relate not only to capital and profit aspects, but also to the legal capacity of the parties and the scope of the contract object.

An analysis of the various views of these schools of thought shows that all the provisions of the conditions for musyarakah are aimed at maintaining justice. *('adl)*, Transparency and legal certainty in the syirkah contract. The Hanafiyah school emphasizes technical clarity and the structure of the partnership, while the Malikiyah and Shafi'iyah schools emphasize legal competence as a fundamental requirement. All these views demonstrate the common thread that syirkah is a contract based on trust and shared risk, thus requiring clarity of capital, profit sharing based on a ratio (ratio), legal competence of the partners, and the halal and manageable nature of the contract object. By fulfilling these requirements, musyarakah is believed to be able to operate in accordance with sharia principles and maintain maqasid al-shari'ah, particularly in the aspect of asset protection. *(hifz al-mal)* and increasing shared economic well-being.

4. Types of Musyarakah

Discussions of the types of musyarakah in classical fiqh literature show that the concept of partnership in Islam encompasses a broad spectrum. In general, scholars distinguish musyarakah into two broad categories: *partnership* And *Shirkah al-'uqud*. *Partnership* is a form of partnership that arises naturally as a result of joint ownership, such as inheritance, gifts, or joint purchase of an asset. In this context, each party has rights to the joint property, but is not permitted to act unilaterally without the consent of the other partners. Fiqh literature emphasizes that each partner in a partnership has the right to *partnership* are in a mutually restrictive position, so that consent becomes the main requirement in every legal action.

In contrast to that, *polytheism* formed based on the will of the parties through a consciously and explicitly agreed contract. The contractual aspect is the main foundation in this form of partnership, so that the conditions for the validity of the contract receive greater attention. The Hanafiyah school, for example, emphasizes that business activities (*saving*) must be able to be represented and the distribution of profits must be based on proportion, not a fixed nominal, in order to avoid the element of gharar and deviation from the essence of musyarakah (Ratu Humaemah, 2019). The Malikiyah school emphasizes the personal skills of the parties as the main requirement, while the Shafi'iyah only recognizes *partnership* as a legitimate

form of musyarakah. This difference of opinion has important implications for translating the concept of musyarakah into a modern corporate system, particularly regarding the distribution of authority and voting rights among partners (Syamsurianto et al., 2023).

In contemporary practice, various forms of *polytheism* like *partnership*, *mutual partnership*, *the real syirkah*, And *mudharabah* The development of Islamic financial institutions has found new relevance. This diversity demonstrates the flexibility of Islamic jurisprudence in responding to the needs of the modern economy, although the main challenge remains maintaining the alignment between Islamic jurisprudence principles and modern contract structures, particularly in risk sharing, determining the ratio (ratio), and protecting minority partners (Eris Munandar & Nila Nopianti, 2025). Overall, the variety of forms of musharakah and the differing views of the schools of thought do not indicate a contradiction, but rather reflect the efforts of jurists to understand economic realities within a framework. *maqasid al-shari'ah*. Therefore, the development of musharakah practices in the modern era requires a comprehensive understanding of classical fiqh principles as well as the ability to adapt to the complexity of contemporary economic institutions.

5. Takhrij Hadith

A hadith often used as a normative reference in discussions of musyarakah is a narration from Abu Hurairah (r.a.), which states that Allah acts as a "third

party" in a syirkah contract as long as the partners maintain their trust and do not betray others. The wording of the hadith reads:

عَنْ أَبِي هُرَيْرَةَ رَفَعَهُ قَالَ إِنَّ اللَّهَ يَقُولُ أَنَا
ثَالِثُ الشَّرِيكَيْنِ مَا لَمْ يَخُنْ أَحَدُهُمَا صَاحِبَهُ
فَإِذَا خَانَهُ خَرَجْتُ مِنْ بَيْنِهِمَا

“Allah said: I am the third party of two partners as long as one of them does not betray the other. If he betrays him, then I go out from between them.”

This hadith is narrated through several channels, including in Sunan Abī Dāwūd (no. 3384), Musnad Aḥmad, and al-Mu‘jam al-Kabīr. In Sunan al-Dāraqutnī, this hadith is placed in the discussion *Bāb fī al-Mudārib Yukhālif*, which shows its relevance to the theme of deviation in the cooperation agreement. The known transmission lines include the following series of narrators: Musaddad-Sufyān-Syabīb ibn Gharqadah-Abū Hayyān al-Taimī-from his father-from Abū Hurairah.

1) Analysis of the Sanad and Evaluation of Hadith Scholars

From the perspective of sanad criticism, this hadith faces serious problems. Hadith scholars identify two main weaknesses. First, the presence of elements *signoranceto* the father of Abū Hayyān al-Taimī. The identity, fairness, and memorization capacity of this narrator are not clearly known, thus weakening the validity of the sanad. Ibn al-Qattān in *Bayān al-Wahm wa al-Iyhām* explicitly states that this hadith is

weak because it contains a majhūl narrator. Second, there is a difference in narration between the forms *musnad* And *message*. Al-Dāraqutnī section *al-ʿIlal* explains that the narrations that attribute this hadith directly to Abū Hurairah only come through one particular channel, while the majority of narrators such as Jarīr ibn ‘Abd al-Ḥamīd narrated it indirectly *message*, without mentioning Abu Hurairah. Based on the *tarjih* methodology, al-Dāraqutnī determined that the mursal narration is stronger and more authentic than the musnad narration.

Although al-Ḥākim in *al-Mustadrak* and Ibn al-Mulaqqin in *al-Badr al-Munīr* validate this hadith, this opinion is not shared by the majority of hadith scholars. Their assessment is based on the assumption that the weakness of Abū Hayyān's father is covered up by the narrations of al-Hārith ibn Suwail and Sharīh al-Qādī. However, al-Bukhārī's clarification in *al-Tārīkh al-Kabīr* and al-Mizzi in *Tahdhib al-Kamal* This indicates that the narrator of the two figures was Sa'īd ibn Hayyān, not Abu Hayyān's father. Therefore, the claim of strengthening the sanad is considered inaccurate. Based on the overall sanad analysis, it can be concluded that the musnad narration of this hadith is weak, while the mursal narration is considered more reliable. Therefore, this hadith cannot be used as independent evidence (*the proof of Allah*), but still has value as supporting evidence (*ta'yid*).

2) Matan Criticism and Analysis of the Meaning of Hadith

From the perspective of matan criticism, the scholars did not find any elements that contradict the general principles of sharia. Al-Manāwī in *Fayd al-Qadī* explains that the phrase "Allah is the third party" is not meant literally, but rather as a metaphor indicating the descent of Allah's help, blessings, and protection over the partnership contract. As long as the parties uphold the trust, these blessings remain with the contract. Conversely, when betrayal occurs, the blessings are revoked, as emphasized in the hadith. "*For the sake of the feast, spend your money wisely.*"

Al-Tībī added that the use of this expression is a form of *isti'ārah* (*isti'arah*) that describes the involvement of divine values in the assets of a partnership. Thus, the meaning of this hadith is ethical-normative, not theological-literal.

3) The Jurisprudence Implications of Musyarakah Hadith

Although this hadith is considered weak from the aspect of sanad, the majority of jurists still consider it as supporting evidence due to its conformity with general sharia principles. The prescription of musyarakah is based on a number of stronger foundations, such as the command to help each other in good deeds (QS. al-Mā'idah: 2), the practice of muāmalah in the Medinan community, and the principle of *al-asl fi al-mu'āmalāt al-ibāhah*. In this context, the hadith about the blessings of shirkah functions as a reinforcement of the values

of trust and justice in economic cooperation.

4) Sahih al-Bukhārī Hadith about Consumptive Partnership

Unlike the previous hadith, the narration of the practice of al-Ash'ariyyīn in Sahih al-Bukhārī (no. 2306) is considered *sahih li dhātihi*. All narrators in this hadith are considered *tsiqah*, and its chain of transmission is flawless. The text of the hadith describes the practice of sharing food among the al-Ash'ariyyīn group when facing difficulties, by gathering supplies and then dividing them equally.

Scholars consider the text of this hadith to be very much in line with the Qur'anic principles of *taawun* (QS. al-Mā'idah: 2) and *itsār* (QS. al-Ḥasyr: 9). Ibn Ḥajar al-'Asqalānī emphasized that the Prophet's praise of al-Ash'ariyyīn demonstrates the legitimacy of a company based on togetherness and need, not merely a profit-oriented business company.

5) The Relevance of Hadith in Contemporary Islamic Jurisprudence

The majority of Islamic jurists use the hadith of al-Ash'ariyyīn as evidence for the permissibility of partnership in consumer goods, especially in emergencies or in shared needs. The Malikis and Shafi'is even use it as a basis for their permissibility. *partnership* And *syirkah al-abdān* in a non-commercial context. Ibn Rajab in *Jāmi' al-'Ulūm wa al-Hikam* positioning the practice as a

relevant model of social ethics in building a solidarity-based society.

6) Conclusion of Takhrij Hadith

Based on the results of takhrij and critical analysis, it can be concluded that the hadith about "Allah as a third party in syirkah" has the status of dha'if from the sanad side, but has the power of meaning (*hasan li-ghayrihi*) because it is supported by general sharia principles. This hadith is used in muāmalah jurisprudence as supporting evidence that emphasizes the value of trust and blessings in musyarakah contracts. Meanwhile, al-Bukhārī's authentic hadith on al-Ash'ariyyīn provides strong legitimacy for the practice of social and consumer partnerships. These two hadith, with the appropriate methodological approach, enrich the construction of Islamic law in building a system of economic cooperation that is fair, ethical, and oriented towards the common good.

CONCLUSION

Conceptually and methodologically, musharakah in Islamic law represents a dynamic and adaptive cooperative contract, born from the interaction between the normative principles of sharia and the socio-economic realities of the community. The differences in views between the Hanafi, Malik, Shafi'i, and Hanabilah schools of thought do not indicate a substantive contradiction, but rather enrich the understanding of the conditions, pillars,

and forms of musharakah. The core of all these fiqh constructions rests on the clarity of the contract, the competence of the parties, the transparency of capital and profits, and the principle of proportional risk sharing. Thus, musharakah is not simply understood as a pooling of capital, but as a mechanism *risk sharing* which upholds distributive justice and rejects exploitative practices in economic activities.

From a normative perspective, the study of hadith interpretation and interpretation demonstrates the importance of a critical and proportional approach in establishing evidence as a legal basis. Quranic verses provide an ethical and theological framework for partnership, while hadiths related to musyarakah demand a distinction between the strength of the sanad and the validity of the meaning. The hadith narrated by Abu Dawud about "Allah as a third party," although considered weak in terms of sanad, remains relevant as ethical legitimacy, while the authentic hadith narrated by al-Bukhari provides a strong foundation for the concept of solidarity-based syirkah. In the contemporary context, these principles have been positivized through the Fatwas of the DSN-MUI and KHES, so that musyarakah functions not only as a sharia financial instrument but also as a means of realizing *maqasid al-shari'ah*, especially property protection (*hifz al-mal*) and economic justice in the modern financial system.

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